

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 25, 2019

Advice Letter 5401

Ronald van der Leeden
Director, Regulatory Affairs
Southern California Gas Company
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

**SUBJECT: Proposed Revisions to Master Services Contract and Master Services Contract
- Schedule A**

Dear Mr. van der Leeden:

Advice Letter 5401 is effective as of January 20, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division



Ronald van der Leeden
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.2009
Fax: 213.244.4957

RvanderLeeden@semprautilities.com

December 21, 2018

Advice No. 5401
(U 904 G)

Public Utilities Commission of the State of California

Subject: Proposed Revisions to Master Services Contract and Master Services Contract – Schedule A

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariff Sample Forms, applicable throughout its service territory, as shown on Attachment A.

Purpose

The purpose of this submission is to request Commission approval to update SoCalGas billing sections of the Master Services Contract (MSC), Form 6597 and MSC Schedule A Contract - Intrastate Transmission Service, Form 6597-1. These forms will be updated to reflect a recent enhancement to SoCalGas' "Business My Account." Further, these revisions are intended to clarify that SoCalGas will no longer provide additional copies of monthly bills via U.S. mail or email to customers.

Background

As of November 2018, SoCalGas' customers and their authorized third-parties, have the ability to view and print up to two years of monthly bills in the password protected online portal, "Business My Account." Prior to this enhancement, customers had the option to request additional copies of monthly bills for delivery through U.S. mail and email; this option will no longer be available. Customers will see no change to their master bill delivery.

Affected customers were provided a notification letter of this change via U.S. mail and email during the months of November 2018 and December 2018. The notification letter encouraged the use of "Business My Account" by providing an overview of how customers may download and print copies of their bills.

Accordingly, SoCalGas is revising the billing section of its Forms 6597 (Section 4 – Billing/Payments) and 6597-1 (Section 2 – Services Provided and Redelivery Locations) to add and remove services available to its customers, as shown in Attachment A.

These changes will be implemented no earlier than February 1, 2019.

Protest

Anyone may protest this advice letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date of this advice letter, which is January 10, 2019. The address for mailing or delivering a protest to the Commission is given below.

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

A copy of the protest should also be sent via email to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both email and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Ray B. Ortiz
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No.: (213) 244-4957
Email: ROrtiz@SempraUtilities.com

Effective Date

SoCalGas believes this advice letter is subject to Energy Division disposition and should be classified as a Tier 2 (effective after staff approval) pursuant to General Order (GO) 96-B. Therefore, SoCalGas respectfully requests that this advice letter be approved on January 20, 2019, which is 30 calendar days after the date submitted.

Notice

A copy of this advice letter is being sent to SoCalGas' GO 96-B service list and the Commission's service list in A.01-01-021. Address change requests to the GO 96-B service list should be directed via email to tariffs@socialgas.com or call 213-244-2837. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or via email at process_office@cpuc.ca.gov.

Ronald van der Leeden
Director - Regulatory Affairs

Attachments



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City: State:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

ATTACHMENT A
Advice No. 5401

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 55761-G	MASTER SERVICES CONTRACT, (Form 6597, Rev. 01/19)	Revised 35930-G*
Revised 55762-G	MASTER SERVICES CONTRACT - SCHEDULE A, INTRASTATE TRANSMISSION SERVICE, (Form 6597-1, Revised 01/19)	Revised 53355-G
Revised 55763-G	TABLE OF CONTENTS	Revised 54383-G
Revised 55764-G	TABLE OF CONTENTS	Revised 55753-G

MASTER SERVICES CONTRACT
(Form 6597, Rev. 01/19)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5401
DECISION NO.

1H7

ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Dec 21, 2018
EFFECTIVE Jan 20, 2019

RESOLUTION NO. _____

MASTER SERVICES CONTRACT

TAXPAYER I.D. _____

This Master Services Contract (“MSC”) is entered into by and between Southern California Gas Company (“Utility”) and _____ (“Customer”) as of the _____ day of _____.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 – Scope

This MSC sets forth the general terms and conditions under which Utility will provide gas services to Customer pursuant to the applicable Tariff Rate Schedules and Tariff Rules which have been filed with the Public Utilities Commission of the State of California (“CPUC”), as in effect from time to time. Such services shall be limited to those services specified by Customer from time to time for which Customer qualifies. Service under this MSC shall commence on _____ (“Effective Date”) and continue thereafter so long as one or more of the Schedules referenced in Section 2 remain in effect. This MSC shall also remain in effect to permit any “winding up” occurring thereafter (e.g., billing and payment reconciliations, correction of gas imbalances, etc.) or to enforce or satisfy any obligations arising prior to the end of the MSC.

Section 2 – Applicable Services

Utility offers services including, but not limited to, Transportation Services, Contracted Marketer Program Services, Core Aggregation Transportation Services, Storage Services, and other services that may be available from time to time.

Services may be requested by Customer from time to time consistent with Utility’s Tariff Rate Schedules and Tariff Rules and any publicly-announced bidding, offering or operating procedures of Utility, and this MSC may be supplemented as appropriate.

The agreement(s) specifying the terms and conditions for services requested by Customer shall be incorporated into the MSC as a “Schedule”. Each Schedule shall be an independent agreement, incorporating by reference the terms of this MSC. Customer may select additional services after the MSC is initially executed, and the MSC shall be deemed amended to include the additional executed Schedule.

Although the various services are compiled under this MSC for administration and other considerations, each service provided by Utility to Customer is separate and independent from all other services. Thus, the breach of an agreement for one service under an incorporated Schedule shall not result in the breach of, or excuse performance under, another agreement for another service incorporated as a Schedule to this MSC. Likewise, there shall be no offset between any amounts claimed to be payable or due under one Schedule against amounts claimed to be payable or due under another Schedule.

Section 3 – Interpretation

In the event of any conflict between the provisions of this MSC and the provisions of any Schedule, the provisions of such Schedule shall be deemed to control; provided, however, notwithstanding the foregoing, this MSC and the Schedules incorporated shall at all times be subject to (a) Utility’s Tariff Rate Schedules and Tariff Rules, (b) all rules, regulations, decisions and orders of the CPUC, and (c) all other governmental laws, regulations, and decisions (including by a court) applicable to this MSC and/or the incorporated Schedules, as each of the foregoing may be in effect from time to time.

Section 4 – Billing/Payments

All bills rendered by Utility shall be paid by Customer in accordance with the provisions of Tariff Rule No. 9 to Utility’s depository specified below (which may be changed by Utility on ten (10) days prior written notice). One master billing may be made by Utility for all services provided under this MSC (including all Schedules incorporated). Such billing shall be sent to Customer at the designated address. Changes in billing address shall be provided to Utility in writing. Customers can register on Business My Account to view and print additional copies of bills.

Attn: _____

The parties recognize that billings may be subject to adjustment in subsequent periods during the term hereof or after the expiration of this MSC (or any Schedule) to reflect subsequent reconciliations with the records of interstate transporters or third parties delivering gas in California for Customer.

All payments by Customer shall be made for the account of Utility to the following address:

Section 5 – Notices/Information

All notices, requests or demand by either party shall be given in writing as specified in the effective Schedules except that notices of changes to Section 4 shall be sent to the Master Billing Address of Customer for changes in Utility’s depository and to Utility at the address provided below for changes in the Master Billing Address:

Attn: _____

Section 6 - Legal Provisions

- (A) **Interpretation** – The interpretation and performance of any contracts for gas service shall be in accordance with the laws of the State of California, and the orders, rules and regulations of the Public Utilities Commission of the State of California, in effect from time to time.

- (B) **Amendment or Modification** – Except as required to conform with California law and the orders, rules and regulations of the Public Utilities Commission of the State of California (which retains continuing jurisdiction over this Contract and the Schedules attached hereto), no amendment or modification shall be made to this Contract except by an instrument in writing executed by all parties thereto, and no amendment or qualification shall be made by course of performance, course of dealing or usage of trade.

- (C) **Waiver** – No waiver by any party of one or more defaults under this Contract shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.

- (D) **Damages** – No party under this Contract shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions arising from or related to this Contract.

- (E) **Assignment** – This Contract (or any rights or obligations related thereto) shall not be assigned without the prior written consent of Utility, which consent shall not be withheld unreasonably (but Utility may require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor).

(F) **Hinshaw Exemption** – In the event that any governmental entity (including a court) issues an order or rule which would result in the loss of Utility’s Hinshaw Exemption from Federal regulations if this Contract entered into by Utility remains in effect, Utility may terminate this Contract.

The foregoing provisions (A) through (F) shall be superseded to the extent such matters are covered by Utility’s Tariff Rule 4, as in effect from time to time.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this MSC in duplicate original copies.

_____ SOUTHERN CALIFORNIA GAS COMPANY
(CUSTOMER NAME)

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

MASTER SERVICES CONTRACT - SCHEDULE A
INTRASTATE TRANSMISSION SERVICE
(Form 6597-1, Revised 01/19)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5401
DECISION NO.

106

ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Dec 21, 2018
EFFECTIVE Jan 20, 2019
RESOLUTION NO. _____

MASTER SERVICES CONTRACT

SCHEDULE A

INTRASTATE TRANSMISSION SERVICE

This Agreement is entered into by and between Southern California Gas Company ("Utility") and _____ ("Customer") as of the _____ day of _____. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 - Scope

A. Intent

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All tariffed transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

(1) The Effective Date of this Agreement shall be as of 12:00 AM on _____.

(2) The Initial Term of this Agreement shall extend from the Effective Date and end on _____.

C. Renewals/Amendments

(1) Upon the expiration of any Billing Schedule Sequence term in Section 2, such Sequence shall automatically continue at the Otherwise Applicable Rate for the renewal period shown, unless that Sequence or this Agreement is amended or terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial Sequence/Agreement term or any subsequent term thereafter.

(2) The Otherwise Applicable Rates and renewal periods shown in Section 2 are subject to change pursuant to Utility's applicable Tariffs.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

Facility A

Facility Name: _____
Account Number: _____
Address: _____

Measurement Location(s):
GNN GNN Service Address

Full Requirements: __ (Noncore only)

Facility Customer Contacts

Operations

Emergency

Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Tel. No: _____	Tel. No: _____
Fax No: _____	Fax No: _____
Wireless Phone: _____	Wireless Phone: _____
E-mail: _____	E-mail: _____

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01

Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
		N/A		

The term of this sequence is for 1 Month(s), and shall automatically continue thereafter on the Otherwise Applicable Rate Schedule specified with automatic renewal periods of 1 Month(s).

WINTER MONTHS CURTAILMENT BASELINE QUANTITY (THERMS/DAY) _____
SUMMER MONTHS CURTAILMENT BASELINE QUANTITY (THERMS/DAY) _____

"Winter Months" are defined as November through March and "Summer Months" are defined as April through October. The initial Curtailment Baseline Quantities for the Winter Months and Summer Months are set forth above and are valid only for up to 24 months after the Effective Date of this Agreement. Utility may revise the Curtailment Baseline Quantities for the Winter Months and Summer Months in accordance with the Tariffs and by providing at least 30 days advance written notice to Customer. Such revised Curtailment Baseline Quantities shall be deemed automatically incorporated herein, and shall replace the earlier-established Curtailment Baseline Quantities, without any further action of the parties and as of the date set forth in such notice.

DAILY RESERVATION QUANTITY (TLS) THERMS/DAY _____
MINIMUM USAGE REQUIREMENT (REFINERY CUSTOMERS ONLY) THERMS/DAY _____

Section 3 - Other Existing Transportation/Exchange Arrangements

- (1) Customer has existing intrastate transportation/exchange arrangements with Utility: _____
 - (2) Date of Arrangement: _____
 - (3) Term of Arrangement: _____
 - (4) This Agreement shall have no impact on such existing arrangement except: _____
-

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: _____

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by Customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(D).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous

A. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
_____	_____
_____	_____
Attn: _____	Attn: _____
Title: _____	Title: _____
E-mail: _____	E-mail: _____

B. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

C. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

D. **Special Conditions:** The following special conditions of service are applicable hereto:

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

Customer

Utility

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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(Continued)

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5401
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Dec 21, 2018
 EFFECTIVE Jan 20, 2019
 RESOLUTION NO. _____

TABLE OF CONTENTS

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

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(Continued)

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